

The independence in acting of the expression of will

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ABSTRACT: Contracting can just happen through the association of two substantial volitions that are liberated from all imperfections of the volition. This is the point at which this volition comes out from inside the human spirit to the outside, so it is either an unequivocal articulation, or a certain articulation, so we are before an expressive volition, either with an agreed from one side and this is the primary volition, or with an acknowledgement from the opposite side and this is the subsequent volition, and when both are consolidated. The two volitions are contracted.

The subject of the exploration rotates around the degree of the effect of death or loss of limit on the progression or need of the proposition or acknowledgement, as the offeror or acceptor might communicate his deal or acknowledgement, and before this deal or acknowledgement is associated with the information on the individual addressed to him with death or loss of qualification of the offeror or acceptor. Here, the laws contrasted concerning that, and the degree of the impact of the volition, regardless of whether it was inner or obvious, on the need of this acknowledgement or offer, and accordingly this exploration has come to explain and uncover that. This exploration has incredible significance, and that significance lies on the two sides, the hypothetical side and the user side, inside the extent of common law and lawful law, and we track down this significance, particularly in the legal executive in issues identified with this issue. Iraqi law, Egyptian law, French law, and English law. We separated the subject of the examination into two segments: in the principal area we managed the idea of communicating the volition, and in the subsequent, we managed the impact of death or loss of qualification on the proposition and acknowledgement.

Keywords: Independence, expression and volition

The first topic

Expression of volition concept

All together for the statement of the volition to create its outcome, it should be revealed and afterwards identified with the information on the individual who was coordinated to it, for example, this volition should emerge from the getting party's inner expectation outside the human spirit, so the statement of the volition is either immediate, so it is an unequivocal articulation, or a roundabout articulation is implied. Also thusly we have a volition communicating it, and it is either a confirmed from one side, and this is the primary volition compared to acknowledgement, and this is the subsequent volition, and when they are associated, the agreement is closed, and it is necessitated that this volition is legitimate and liberated from imperfections of assent, and appropriately we volition

partition this subject into two requests that we address in The principal prerequisite characterizes the declaration of the volition, and in the second necessity, we manage the techniques for communicating the volition.

The first requirement

Define the expression of volition

The outflow of the volition is the standard for deciding the individual's volition in the degree of his craving to an agreement, and afterwards putting this volition in a lawful bond dependent on the association of two volitions, and subsequently, the agreement can just occur by communicating this volition, and it is necessitated that it be legitimate and not corrupted by any deformities The volition, and as needs are we volition bargain in this prerequisite with deciding the importance of the declaration of the volition in the primary segment, and in the second segment we volition talk about the legitimacy of the statement of the volition¹.

First branch

Determine what is meant by the expression of volition

The agreement is done through the association of two volitions, that volitionis, that every one of the contracting parties communicates his volition, as the volition might be given by the first or through his agent.

And contentment has been referred to in the Noble Qur'an, in the Almighty's saying: { O you who have believed, do not consume one another's wealth unjustly[179] but only [in lawful] business by mutual consent. And do not kill yourselves [or one another]. Indeed, Allāh is to you ever Merciful}, And the Prophet Muhammad (may Allah bless him and his family) said: "A sale is by mutual consent.", this shows that there is no A deal without assent ², for assent is the language of the association of at least two volitions on a particular matter, and lawful assent is the association of at least two volitions to create a lawful outcome ³. The agreement is the compatibility of the proposition and acknowledgement as an outflow of the desire of the two gatherings to the agreement, and it is important for the fulfilment of the agreement to exist in every one of its two gatherings and to volition generally achieve the planned lawful impact ⁴. The presence of the volition requires the individual's idea to make a limiting bond and his assurance to accept the agreement as a way to accomplish his proposition, for the volition is a mental demonstration that helps the aim to finish up the agreement ⁵, and in English law, the component of consensual compares to the supposed arrangement or the shared guarantee that is accomplished by deal and acknowledgement ⁶. In this way, we note that the volition has an enormous and clear job in the foundation of the nodal bond, as volition in the language means volition, want and cherish, and he needed what he needed, and he needed what he adored ⁷, and in the wording, the volition was known to be, a characteristic that requires the neighbourhood quickly from which the activity happens in a sub-par way. Face ⁸, or direct craving to act without different activities and on a face without different countenances and it is equivalent to the expectation ⁹. Furthermore, the volition in Islamic law is the goal of the thing and the bearing to it¹⁰.

Second branch

Expression of volition

For the agreement to be set up there should be a volitionconcerning the contracting party, as the contracting party should know and be cognizant when he goes into the agreement. His volitionwas affected by spellbinding idea ¹¹. As it is specified in the contracting parties that the volition exudes from them through adolescence, decision and goal, there is no thought for the agreement of the kid, the crazy, nor the oblivious, nor the impulse, nor the alcoholic, the careless, the drowsy, and the presumptuous ¹².

Also assuming the volition is found, the law isn't considered except if it volition, in general, create a lawful outcome, then, at that point, there is no illustration in the volition in case it watches out for simple consistence with the necessities of manners and kindnesses, it doesn't volition quite often deliver such a result as in demonstrations of cordialities and acknowledgement of free assistance and arrangements that exist between relatives without That it incorporates the expectation of responsibility just as the desire of the joker and the desire of the person who connects his obligation to the unadulterated volition, as though somebody says to another that I sell my home assuming you need, and the proper volition isn't counted between the contracting parties, for this situation, there is no genuine volition¹³. The declaration of the volition to deliver its outcome is needed to be identified with the information on the individual to whom this articulation was coordinated, as Article (91) of the Egyptian Common Code specifies the accompanying: "The statement of the volition creates its result when it identifies with the information on the individual to whom it was coordinated, and the appearance of the articulation is an assumption of information. It is perceived from this message that the statement of the volition in the agreement, regardless of whether the articulation is positive, which is the authoritative show of the agreement, doesn't create its outcome except if it arrives at the information on the individual to whom it was coordinated. From this second on, it becomes legitimate for acknowledgement. Assuming the articulation is Acknowledgment, it doesn't deliver its outcome except if it is associated with the information on the one to whom it was tended to, for example, it is associated with the information on the person who started the proposition, and afterwards the deal is combined with acknowledgement and the agreement is finished. His proposition is before showing up, and the offeror can revoke this deal regardless of whether it arrives at the one to whom it was tended to assuming the deal isn't restricting on him, and in case the outflow of volition is acknowledgement, its impact is accomplished just when it arrives at the information on the offeror, and it is noted on Article (91) The previously mentioned that the Egyptian administrator has endorsed an assumption A basic lawful assertion expressing that the appearance of the articulation is an assumption of information on it, and this assumption is equipped for demonstrating what goes against it, as it is admissible for the individual to whom the articulation was coordinated to demonstrate that despite the appearance of this articulation, he didn't know about it ¹⁴.

The Iraqi Common Code would have rather excluded a message specifying the creation of the articulation for its impact as expressed in Article (91) of the Egyptian Common Code, since it is outright and because the overall principles lead to it in a portion of its applications and because it doesn't befuddle the lawful presence of the articulation with its need and decided to treat just the need This articulation and liked to discuss this need in the country of the total agreement between the non-attendants, because indicating the total agreement doesn't show its advantage besides between the truants. Thus, Article (87) of the Iraqi Common Code specifies the accompanying: "1-The agreement between the non-attendants is considered to have been deduced in The spot and time in which the offeror becomes mindful of the acknowledgement, except if there is an express or implicit arrangement or a lawful arrangement unexpectedly.

The second requirement

Ways of expressing volition

The statement of the volition might come from the contracting individual straightforwardly, it could be by words or developments, and this is the unequivocal articulation of the volition, and the declaration of the volition might be in a roundabout way, for example, the contracting individual playing out specific activities that show the deal or acknowledgement, and this is the certain outflow of the volition And that this volition might be an obvious volition that concurs with the inward

volition or may go against it¹⁵, and thusly we volition manage the unequivocal and implied articulation of the volition in the principal segment, and we volition manage the inside and clear volition of contracting in the subsequent area.

First branch

The express and implicit expression of the volition

Volition is a matter inactive in the spirit and it should be revealed and communicated with the end goal for it to be viewed as legitimate. The articulation is the outward, actual indication of the volition inert in the spirit, and this revelation or articulation of the volition might be an unequivocal articulation or it could be an implied articulation. In uncommon cases, the express articulation of the volition is the one that communicates the volition straightforwardly, that is, by an implies that uncovers the volition as indicated by what is normal among individuals¹⁶.

He alluded to the unequivocal articulation, the Iraqi Common Code in Article (79), which states: "Similarly as a deal or acknowledgement is verbal, it is by composing and by an ordinarily utilized sign, even without a quiet individual, and by the real trade showing shared assent, and by taking whatever other course that doesn't leave the conditions of the circumstance in question concerning its proof on the default"¹⁷. The unequivocal articulation might be verbally or through the phone or tended to by an unambiguous sign from a quiet or another person assuming individuals are lowered by its importance, for example, shaking the head upward to acknowledge and shaking evenly or shrugging the shoulder to deny or writing as a letter¹⁸, a notice, a declaration, or a hand-conveyed. The unequivocal articulation of intercession by sending a courier who is certifiably not an agent¹⁹.

Assuming that the articulation happens in the world, it should utilize a distinct signifier of the volition to contract on the double, similar to the past tense. Concerning the current state, objective, and inquisitive structures, since they don't bring about the case alone as indicated by custom, however, bear the case and gathering, the articulation with it isn't unequivocal, as it doesn't promptly benefit in the agreement with conviction, yet is helped This importance is by reference to the aim and in use of that, Article (77) of the Iraqi Common Code specifies that "the deal and acknowledgement volition be in the past tense, as they are in the current state or the basic structure assuming the case is expected." Concerning the reference that is thought of, it is regularly utilized, regardless of whether it comes from somebody other than the quiet and he has clung to The Iraqi common law is worried about Malik's way of thinking, for it has the ordinarily utilized reference, recorded as a hard copy, and in real trade, by taking whatever other position whose importance isn't probably going to be any uncertainty, for example, in case merchandise were presented on which the cost of Article (80/1) of the Iraqi Common Code was shown, or programmed machines were put headed to sell a few items or the heaviness of individuals so individuals from general society can acknowledge the proposal by setting a piece of cash in a particular spot and getting the product or administration, just as leaving vehicles and vehicles in the spots assigned for that. Express the volition to contract on the off chance that he satisfies the components of proposition²⁰. This is likewise what we find in the Egyptian Common Code in the principal passage of Article (90) of it, which expresses that "1-Communicating the volition is verbal, composed, and utilizing a typical sign, just as by taking a place that doesn't leave the conditions of the circumstance in question regarding its proof of the reality of the expected." The articulation might be unequivocal in case he communicates the volition in an immediate manner that uncovers the volition as per what is recognizable among individuals, by phrasing or composing or by an understandable sign, or by taking a place that doesn't leave the conditions of the circumstance in question concerning its proof of the truth of the planned, like contribution products to general society with a sign of the cost, or leaving vehicles To ride in places assigned for that²¹. Concerning the certain articulation, it is an outflow of the volition in a

roundabout way, i.e., by an implies that doesn't adjust to the custom among individuals. The individual's conduct in something he was proposed to purchase is viewed as proof of his acknowledgement of the buy, and the inhabitant's visit to the rented property after the finish of the rent is proof that he needs to reestablish the rent ²². The articulation is verifiable if its instrument doesn't demonstrate without help from anyone else the planned significance, however, the conditions of the circumstance are what guides it to this importance, complete in case the occupant stays in the rented property after the expiry of the rent term, then, at that point, this demonstration shows an understood sign of his craving to reestablish the rent, assuming the lessor knows Hence, his quiet is a certain sign of his acknowledgement, and along these lines, the rent is recharged with an implied proposition and acknowledgement ²³.

Communicating the volition is uncovered in a roundabout way, so you don't find in the understood articulation a self-created means to uncover a volition that has kept an eye on a specific significance, as though an individual sold something proposed to him to get it, so his acknowledgement of the acquisition of this thing is surmised from that, just as the declaration of a theatre chief in a program about a play It was introduced to him by its creators, as this work helps the acknowledgement of the acquisition of the right to the public execution of this play from its author ²⁴.

Second branch

The apparent volition and the subconscious volition to contract

The outflow of the volition is the unmistakable outside epitome of the genuine volition or the psyche volition of the contracting party, and this encapsulation is a real and legitimate need. It produces lawful outcomes, which should be obvious in a substantial articulation ²⁵, and in this sense we observe some to be French legal decisions have communicated this by saying that each agreement requires the assembly of at least two avocations from the volition, one of which is given by the obligor and the second by the acceptor ²⁶.

What's more that the volition isn't considered by law as long as it is covered up and inactive in the spirit, as it should be declared or communicated. What is declared with regards to the internal volition that is steady in the brain as an individual who needs to purchase a room and checks in a printed proclamation before a lounge area, so which of the two volitions we count, do we count the outward volition or the inward volition²⁷.

Law and enactment in such manner go into a few schools: as indicated by the alleged hypothesis of the exclusive volition, the dependence on the genuine volition, for example, the elusive volition, and its need over the obvious volition, because the declaration of the volition is only an implies that shows the volition to the outer world or is the actual sign of the volition. Concerning the dress that the volition wears to go out to society, however since the internal volition is a dormant thing in the spirit, its demeanour is taken as proof of the genuine volition, yet it is proof that acknowledges verification of the inverse. The strength of the exchange, so it isn't OK for one of the contracting gatherings to guarantee that the goal he held onto goes against the declaration of the volition; Despite the presence of this hypothetical distinction between the two perspectives, by and by, the distinction doesn't show up a lot, except if the proof is set up that the outflow of the volition goes against the genuine (inward) volition, and setting up this proof is troublesome, as most enactment doesn't take both of the two perspectives. Rather, it takes according to the two viewpoints so much.

The Iraqi common law didn't take one of the two speculations without the other, continuing in the strides of Islamic statute, as it took the hypothesis of the exclusive volition, yet it didn't ignore the clear volition. 155/1 based on "the illustration in agreements is for the reasons and implications, not for the words and predicates," and in this manner, if the words don't show the genuine volition of the contracting parties, the example is approved by what the contracting parties planned and not by what

the word demonstrates. In any case, he never disregarded the obvious volition, so he took it in certain cutoff points to guarantee the soundness of exchanges, and the Latin laws, particularly the French law, he utilized the inward volition as he thought of it as a mental peculiarity, so the outer articulation is an assumption of the presence of this volition, however, it is a potential assumption. To demonstrate the inverse. Concerning English law, he accepted the two speculations, yet he gave extraordinary significance to the superficial presentation of the volition (the clear volition) ²⁸.

The second topic

Effect of death or incapacity on offer and acceptance

The agreement is characterized as (the connection of the proposition given by one of the contracting gatherings to the acknowledgement of the other in a way that demonstrates its impact on the contracted upon), and it is noted from this definition that the contracting party is the one whose volition is coordinated to finish up the agreement, regardless of whether the deal or acknowledgement was given by him, and that the agreement isn't finished here. But when the proposition is joined with acknowledgement, and it is specified that it be conclusive, and this is the regular agreement between the contracting parties, however, imagine a scenario in which one of the contracting parties communicates a deal or acknowledgement and bites the dust or loses his ability before this articulation comes into contact with the information on the one to whom it was tended to, is this articulation considered and useful and stays vital for the people who gave it. Is this articulation lost or is this articulation postponed by the demise or loss of qualification of the person who communicated it and is thought of as pointless. To address this inquiry, we volition separate this theme into two requests, managing the impact of death or exclusion corresponding to the proposal in the principal prerequisite, and managing the impact of death or preclusion comparable to acknowledgement in the subsequent necessity²⁹.

The first requirement

Effect of death or incapacity for the offer

The proposition is the primary volition to contract, which is given by an individual obligator, the last option offers the agreement to someone else and on explicit conditions, and related to this proposal with acknowledgement, the agreement is finished up, however, the demise of the obligor may have an impact after it is given here by the last deal, in the endurance of this deal essential, Or by its fall upon the passing of the oblige or the deficiency of his ability before it came into contact with the information on whom it was coordinated to? Considering this, we volition talk about the meaning of the proposal in the main area, and we volition manage the impact of death or preclusion in the progression of the proposal in the subsequent segment.

First branch

Definition of affirmative

Offer It should be communicated and the essential mainstays of this agreement should be accessible when it experiences an acknowledgement indistinguishable from it. In our everyday existence, the volition to contract regularly shows up as a last and authoritative proposition, so the fulfilment of the agreement doesn't diminish aside from the relationship of the proposal with acknowledgement, for instance, purchasing merchandise at the offered cost, or eating food at the cost. What is composed, or remaining in an inn at the predefined cost, in any case, we are before an encouragement to contract or go into exchanges? There are contracts, particularly significant exchanges, that don't occur in this straightforward structure. Rather, the conclusive assertion is gone before by primer phases of fluctuating degrees, and not every one of them arrives at the level of the deal³⁰.

The deal is the bearing of the desire of the committing individual towards the other contracting party to acknowledge the agreement, as indicated by explicit conditions ³⁵, and altogether for the

proposal to be fit for shaping an agreement upon acknowledgement, it should be a conclusive guarantee to be limited by it, given that he acknowledges the conditions contained in that, so the obligator on his part ought to proclaim his availability To do his promise, as per certain conditions, leaving the obligee the decision of acknowledgement or dismissal, since he should not have a simple aim to go into an agreement, or be occupied with exchanges that might prompt an arrangement or not, yet should be prepared to do his endeavour. his commitment, assuming the other party so wants.

Second branch

The effect of death or disqualification on the continuity of the offer

Passing or insufficiency affects the statement of the volition, that is, the congruity of the deal given by the committing contracting party, and the laws contrasted about the degree of the progression of this proposition and the creation of its impact. Its qualification is lost before the articulation creates its outcome, so this doesn't forestall the course of action of this impact when the articulation is associated with the information on the individual to whom it was coordinated, except if the opposite is apparent from the articulation or the idea of the exchange. If the individual from whom the deal was given bites the dust or loses his ability before the deal arrives at the information on the acceptor, the agreement isn't closed, because the deal won't arrive at the acceptor after he kicks the bucket or the offeror loses his ability, so the deal stays without acknowledgement, except if it is a limiting deal, and the justification for that is because of the failure to The agreement is finished up after the obligator passes on before the proposition arrives at the one to whom it was tended to, as the option to pull out the deal passes to the main beneficiaries of the individual or his delegate as long as the deal has not yet arrived at the one to whom it was tended to ³¹.

Concerning the Iraqi common law, there is no immediate text alluding to the previously mentioned in the Egyptian common law, and thusly it is feasible to resort for this situation to the overall guidelines that require the relinquishment of the statement of the volition by the demise or loss of qualification of its proprietor as long as it isn't identified with the information on the individual to whom it was coordinated. Whoever was addressed to him, this doesn't keep the agreement from being finished up, as the Iraqi official didn't consider this, as the proposition is relinquished in case of the passing of the obligee or the deficiency of his ability in the wake of communicating his volition and before reaching with the information on the one to whom it was tended to ³².

Furthermore, the impact of death on the continuation of the proposition is likewise much discussed even in English law. Unmistakably the one to whom the proposition was given can't acknowledge after he gets information on the passing of the offeror, yet the inquiry emerges concerning whether the main beneficiaries of the expired from whom the deal was given, are limited by the agreement, if the person who The deal was made to him to do everything necessary of him for acknowledgement, and he doesn't know about the demise of the offeror? Judge Mellish on account of (Dickinson v. Dors) expressed, in unclear terms, his perspective for this, saying: "If the one from whom the proposition was given passes on, that deal may not be acknowledged after his demise." Whatever the matter, it shows up in him. The instance of Bradbury V Morgan, that this assertion isn't accurate in any way, if (X) composes a letter to the offended parties requesting that the loan (J) a measure of cash, given that his assurance to the satisfaction of the credit is inside 100 pounds, and on this, a loaning Offended parties (J) an amount of cash, then, at that point, it happened that (S) passed on and the offended parties kept on loaning (Y) not knowing about his demise, and when the offended parties recorded a claim against the main beneficiaries of (X) given the assurance contract, the main beneficiaries were judged capable. In the reasoning for his decision, Judge Bullock expressed: "There is an agreement between the two gatherings." And Chanel additionally referenced:

"if there is an agreement between the two gatherings, passing isn't thought of - when in doubt - a waiver of it... what's more demise isn't a justification behind the relinquishment of the proposal besides in uncommon cases... ". Given this, we can't help thinking that the impact of death, on the agreement, shifts as per the conditions, as the conditions of each case are checked out independently. Passing forestalls his acknowledgement, except if he is informed by the obligee. Yet, on account of office or obligation to compose a book or play out a singing job in a party, for instance, that is, the point at which an individual is thought of, his demise ends dealings for an agreement without the need to tell the other person, and the equivalent is the situation in the German Common Code, as the second section of Article (130) of it specifies that (the passing of the obligee or the deficiency of his ability has no impact on the legitimacy of the articulation assuming this is done after his appearance), and Article (135) of it likewise specifies that (it doesn't block The finish of the agreement is that the obligee kicks the bucket or loses the ability to perform before acknowledgement³³.

The second requirement

Effect of death or disqualification for admission

After we have shown that the deal is the principal volition to get, the subsequent volition is the acknowledgement, which is given by an individual called the acceptor, and when the two volitions are connected, the agreement is closed, however, the passing of the acceptor or the deficiency of his ability might have an impact after the last acknowledgement is given by him, in the endurance of This acknowledgement is important, or may it pass upon the demise or insufficiency of the acceptor before he goes to the information on the other contracting party? Considering this, we volition manage the meaning of acknowledgement in the principal area, and we volition manage the impact of death or loss of qualification on the coherence of acknowledgement in the subsequent segment.

First branch

Definition of acceptance

Acknowledgement is the authoritative articulation of the desire of the party to whom the proposition is coordinated, as it is the second volition in contract⁴¹. In case there is an acknowledgement by one party of a proposition given by another party, then, at that point, it is allowable to such acknowledgement from the words or reports that were made between the two gatherings, or it tends to be derived from their conduct, and it is hard to reason acknowledgement or assent and to decide the snapshot of acknowledgement in it by meeting the deal and acknowledgement definitively, particularly if arrangements proceed for an extensive stretch.

Yet, the two gatherings might settle on the fundamental issues in the agreement and keep the definite issues that they settle on later, and they don't specify that the agreement isn't closed when there is no settlement on these point by point issues. A debate between the two gatherings on the itemized issues that poor person been settled upon, the court concludes them as per the idea of the exchange and the arrangements of law, custom and equity as per the text of Article (86) of the Iraqi Common Code. The appointed authority's ordinary assignment, which is restricted to the translation of the agreement, yet assuming the two contracting parties talk about the itemized issues without agreeing and it just so happens, they expected to suspend the consent to arrive at an answer in regards to it, then, at that point, the agreement doesn't occur for this situation. He is allowed to acknowledge it or reject it, as this is the guideline, then again, actually the opportunity of the individual to whom the deal is coordinated to acknowledge or dismiss isn't outright in all cases, but instead, it is limited not to manhandle the utilization of the refusal permit. K in case he was the person who welcomed the obligor to contract after he determined his conditions, as he may not, for this situation, decline to acknowledge except a real explanation³⁴.

Second branch

The effect of death or disqualification on the continuity of admission

The Egyptian Common Code specifies in Article 92 of it that "If the individual from whom the articulation was given bites the dust or loses his ability before the articulation creates its result, this doesn't forestall the game plan of this impact when the articulation is associated with the information on the individual to whom it was coordinated, except if it is obvious actually in the articulation or of the idea of the exchange. If the individual from whom the acknowledgement was given bites the dust or loses his ability before the acknowledgement arrives at the information on the offeror, the agreement is finished up, and that is the point at which the acknowledgement arrives at the offeror except if it turns out to be obvious from the proposition or from the idea of the exchange that the individual tolerating was thought of ⁴⁴. In the Iraqi common law, we see it as nothing like what the Egyptian common law took. For this situation, the outflow of the volition given by the acceptor has total autonomy upon the passing of the acceptor. This volition doesn't deliver its result aside from when it is identified with the information on the one to whom this acknowledgement was coordinated with the existence of the acceptor. This is shown by Article (87) of the Iraqi Common Code.

Concerning English law, the instance of the obligee (the acceptor), there is no point of reference in such manner, yet he can breathe easy because of what Judge Warrington referenced on account of Reynolds v. Atherton when he concluded that the express - in his feeling - falls forcibly of law, for this situation, This is notwithstanding the way that it was viewed as that the portrayal of the scratch-off of the deal was wrong. He proceeded to say: "I can't help suspecting that it is more fitting to say that as long as the proposition was made to a living individual, and as long as he kicked the bucket before the issuance of his acknowledgement, then, at that point, the deal slips by for this situation, and it is considered as though it didn't exist, since he didn't expect to guide the proposal to the dead or the expired. The main successors to the expired, and thusly it can't be a subject of assembly of acknowledgement." actually this rule is polluted by an obsolete translation in one of the issues, corresponding to the hypothesis of the force of volition, and Master Dandan has explicitly held his perspective in such manner when he introduced the allure before the Place of Rulers, yet despite From that, it isn't preposterous to say that the proposition, except if it is aimed by any stretch of the imagination as a general rule, surmises the nonstop presence of the obligee specifically, and that taking out this presumption, by its temperament, at last decides the aim of the agreement. Circuits of the High Court of Ontario that an acknowledgement contained in the letter which the offeror provided for his child to be set in the post box yet not made until after the demise of the offeror isn't substantial according to the law ³⁵.

Subsequently, we note that the hypothesis of the exclusive volition and the hypothesis of the clear volition play an incredible part in the need for the deal or acknowledgement and the degree of its adherence to the people who gave it. Whoever utilized the hypothesis of the evident volition, said that the outflow of the volition is autonomous of its proprietor ⁴⁶. Consequently, the chance of this articulation creating its outcome when it identifies with the information on the one to whom it was coordinated, and this is the thing that we find in Germanic laws. The volition falls with him and this is the thing that we find in Latin laws, like the Iraqi law, just as different laws like the Syrian common law, the Lebanese law, and the Kuwaiti law.

Conclusion

In the conclusion of this research, the most important results and suggestions were mentioned, which are as follows

First, the results:

1. The laws have contrasted in the degree of taking or not taking the freedom of the declaration of the volition in case of the demise or loss of the limit of the tolerant obligor.
2. The articulation of the volition doesn't deliver its outcome until after the acknowledgement is associated with the information on the individual to whom it was tended to, and along these lines, the agreement, assuming that it is between two non-attendants, can't happen through the relationship of the proposal with acknowledgement, solely after the other contracting party knows the proposition or acknowledgement, until the outflow of the volition results in its impact.
3. The hypothesis of the recondite volition and the hypothesis of the clear volition have a significant and successful job in the degree to which the deal or acknowledgement is fundamental. Concerning the individuals who are acclimated with the hypothesis of the recondite volition, like the Latin laws, like the Iraqi law, just as different laws like the Syrian common law, the Lebanese law, and the Kuwaiti law, then, at that point, the desire of the obligee or the acceptor is appended to it. with him.

Second, Suggestions:

1. Since the Iraqi lawmaker didn't give an unmistakable text, so we propose that the Iraqi official incorporate an authoritative text that explains the need for the proposition or acknowledgement upon death or loss of limit and before the information on the individual tended to, without the overall guidelines being the main plan of action to tackle this issue.
2. We approach the Iraqi lawful statute to play a functioning part by clarifying that the Iraqi law and that it takes on the internal volition, however, it likewise didn't disregard the obvious volition, and accordingly the autonomy of the declaration of the volition for this situation is conceivable.
3. We approach the Iraqi legal executive, to think about the current realities of each case introduced to it, identified with instances of exclusion or demise, in communicating the volition, to counsel the laws of nations that have created powerful answers for addressing comparative cases.

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